**AGREEMENT** 

BETWEEN THE

CITY OF DES MOINES, IOWA

AND

MUNICIPAL EMPLOYEES

**ASSOCIATION** 



July 1, 2006 through June 30, 2008

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## **Preamble**

This Agreement entered into by the City of Des Moines, Iowa, hereinafter referred to as the "City" and the Municipal Employees Association, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious and cooperative relations between the City and the Union.

## ARTICLE I

## Recognition

Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's certification of said Association, the City does hereby recognize the Union during the term of this Agreement for all employees of the City included in the "White Collar Unit" as listed in Appendix "A" of this Agreement.

## ARTICLE II

# **Union-Management Relations**

All formal negotiations or bargaining, with respect to the terms and conditions of this Agreement, shall be conducted by authorized representative of the Union and such authorized representatives of the City.

Agreements reached, as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

#### ARTICLE III

# **Management Rights**

Except as specifically modified by this Agreement, the employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinances, charter or special act, the exclusive power, duty and right to:

- 1. Direct the work of its employees
- 2. Hire, promote, demote, transfer, assign and retain employees in positions within the Agency
- 3. Suspend or discharge employees for proper cause
- 4. Maintain the efficiency of governmental operations
- 5. Relieve employees from duties because of lack of work or other legitimate reasons
- 6. Determine and implement methods, means, assignments and personnel by which City operations are to be conducted
- 7. Take such actions as may be necessary to carry out the mission of the City government
- 8. Initiate, prepare, certify and administer its budget
- 9. Exercise all powers and duties granted to the City by law

## ARTICLE IV

# Union Representation, Rights & Responsibilities

## Section A. City Responsibility

The City shall in no way restrain, interfere with, coerce or discriminate against designated representative of the Union in the exercise of their responsibilities as representatives for the purpose of collective bargaining, handling grievances and handling employee appeals; however, Union representatives shall follow procedures provided below.

Section B. New Employees

The City agrees to furnish to the Union a list of all new permanent employees by the fifteenth (15) of each month.

# Section C. Union Representation

The Union shall be given the opportunity upon the employee's request to be represented at formal discussions between the administration and employees concerning grievances, personnel policies, and practices and other matters affecting general working conditions of employees. The parties agree that attendance at meetings to resolve grievances and disputes will be limited to the number of attendees necessary to have a full and frank discussion of the matters involved. Ordinarily each party will be represented by one person; however, the number may vary.

The Union acknowledges its responsibility to represent all employees within the unit and the City and Union jointly agree to take appropriate action to assure that employees are advised of their rights under the Public Employee Bargaining Act.

## Section D. Union Official Activities

Union stewards and members of the Union Bargaining Committee may conduct the following business on City time:

- 1. The receiving and filing of grievances
- 2. Members of the bargaining committee and those stewards directly involved may participate in hearings before a hearing examiner, or arbitrator or mediator or before the Public Employment Relations Board
- 3. All joint meetings of Union officials, stewards, members of the bargaining committee and the City administration
- 4. Monthly executive board meetings of the Union
- 5. Reasonable time spent during the employee's regularly scheduled work hours preparing for meetings with City representatives; on matters of contract administration or on bargaining issues of concern to either the City or the Union.

## Section E. Union Bargaining Committee

The Union may, in addition to its normal executive board, appoint a bargaining committee. Such committee shall not exceed four (4) in number and will be the official representative(s) of the Union in all formal negotiations and/or discussions with the City.

#### Section F. Union Stewards

To insure that employees have reasonable access to the Union representatives, the Union may appoint certain employees to serve in the capacity of stewards. Said stewards may receive and investigate complaints or grievances upon request of the employees. However, stewards may not solicit such complaints and grievances. Stewards may be permitted to leave their regular work area upon request to their supervisor for the purpose of investigating a grievance or complaint in their assigned area. Such request will normally be approved. However, if the work is such as the supervisor must deny the request, the steward will be immediately granted time to telephone the chief steward or other member of the bargaining committee to inform them of the need for a Union representative.

Whenever a steward enters a work area for the purpose of investigating a complaint or grievance, the supervisor must be so notified and informed of the nature of the problem.

Stewards shall suffer no loss of their regular pay for the normal work shift when properly excused by the supervisor. However, time spent investigating grievances shall be kept reasonable and commensurate with the circumstances with the matter at issue. Normally, such time shall not exceed one (1) hour at the first or second step of the grievance procedure.

The Union may appoint fifteen (15) stewards with assignment as needed in locations where MEA members are present. There shall be one "chief Steward" who may act in the absence of any steward.

## Section G. Designation of Stewards

The names and work locations of all bargaining committee members and stewards shall be transmitted in writing to the Human Resources Director upon their designation by the Union. Any change in the above officials shall be reported promptly to the Human Resources Director. Union officials may not conduct Union business until the above notification has been made.

## Section H. Representation

Employees shall not be unreasonably denied the opportunity to contact their Union representative during working hours concerning their own grievances.

## ARTICLE V

## Non-Discrimination

In accordance with applicable state and federal laws, the Union and the City agree not to discriminate against any employee on the basis of race, ethnicity, color, age, religion, sex, sexual orientation, national origin, and physical and mental disability. Disputes concerning this Article shall not be processed through the Grievance Procedure in this Agreement, but shall be resolved through other appropriate procedures such as the City's Internal Complaint Procedure, the Des Moines Human Rights Commission, or the Iowa Civil Rights Commission.

#### ARTICLE VI

#### Work Rules

The City may from time to time adopt and publish changes in existing department work rules. Such changes shall become effective only after they have been prominently posted on appropriate employer bulletin boards for a period of ten (10) days. All employees shall comply with the work rules. Any unresolved complaint as to the reasonableness of new or existing work rules or any complaint involving discrimination in the application of such rules shall be resolved through the grievance procedure.

#### ARTICLE VII

## **Hours of Work**

Section A. Work Week

The normal workweek shall consist of five (5) consecutive days each including eight (8) hours of work. Inasmuch as certain departments must regularly operate seven (7) days per week, some employees may be required to work on any day of the week. Specific work schedules including days and hours shall be issued by the appropriate department director.

Straight time pay shall be paid for the first eight (8) hours worked in any continuous twenty-four (24) hour period beginning with the assigned starting time.

A shift employee is an employee who works in a division that operates year long, seven (7) days a week, and is employed on a work week other than Monday through Friday or who has the majority of his/her workday scheduled outside the hours of 7:00 a.m. and 5:00 p.m.

The City will endeavor to provide employees one calendar week advance notice of changes in their regular work schedules.

Section B. Lunch Period

All employees shall be allowed a lunch period, which shall be scheduled generally in the middle of the work shift. Lunch period shall be scheduled as to time and duration in accordance with the prevailing departmental rules and regulations. However, a lunch period shall not be less than thirty (30) minutes nor more than one (1) hour.

## Section C. Rest Period

All employees shall be entitled to one (1) fifteen minute rest period during the first four (4) hours of their work schedule and one (1) fifteen minute rest period during the following four (4) hours of their work schedule.

#### ARTICLE VIII

## Overtime

#### Section A. Definition

Overtime is all time properly authorized and worked by an employee in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work, as described below.

#### Section B. Procedure

All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments.

Permanent employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the functions of the City service will be most effectively completed. All compensable overtime must be performed at the direction of the department director or his/her authorized representative. Overtime credit may not be accrued without such approval.

For the purpose of computing overtime, vacation, holiday, injury leave and earned compensatory time off shall be as the same as time worked, unless the overtime work is done for the convenience of and at the request of the employees, in which case the overtime shall be straight time rate.

Compensatory time may be taken at the discretion of the department director, although the employee's desires shall be given consideration whenever possible. When compensatory time off is ordered by the department director or requested by the employee, reasonable advance notice shall normally be provided.

## Section C. Compensation

Overtime work shall be compensated for in the following manner:

- 1. Non-shift employees who work forty (40) hours per week shall receive compensatory time off at time and one-half (1½) for work performed in excess of their regular work schedule unless the City Manager, in advance of the performance of such work, has approved cash payment therefore at the rate of time and one-half (1½).
- 2. Shift employees who work an average forty (40) or forty-two (42) hour week shall be compensated at the discretion of the department director either by compensatory time at time and one-half (1½) for or by cash payment at the rate of time and one-half (1½) for work performed in excess of their first eight hours per day and outside their regular work schedule.

3. Non-shift employees who are required to work on either a Sunday or Holiday shall be compensated at double-time for the hours actually worked plus their regular holiday pay.

Shift employees who are normally scheduled to work on either New Years Day, Martin Luther King Jr. day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the additional Thanksgiving holiday, the additional Christmas holiday, and/or Christmas Day shall be compensated at double-time for the hours actually worked.

Shift employees who work the second day of their scheduled two days off, or the second or fourth days off in the case of a schedule which provides a four day break, shall be eligible for double time for the hours actually worked. In the case of a three-day break, the first and/or third day if worked shall be at time and one-half  $(1\frac{1}{2})$ , and the second day shall be at the double time rate.

- 4. Accumulation of compensatory time credits shall be reviewed as of January 1 and July 1. Compensatory time earned during the period January 1 to July 1 and not taken off by the following January 1, shall be paid in cash at overtime rates. Compensatory time earned during the period July 1 to January 1 not taken off by the following July shall be paid in cash in overtime rates. These provisions shall prevail except in those situations where an employee requests compensatory time off beyond the deadlines established above and the request is approved by the department director.
- 5. Paid sick leave shall not count as time worked for the purpose of computing overtime.
- 6. Employees, who are required to return to duty with less than an eight (8) hour break, shall be paid at the appropriate overtime rate for all hours worked until such time as they receive a break of at least eight (8) hours.

Employees who are required to return to duty, but such return is not required until after eight (8) hours break will be paid at the appropriate overtime rate for hours worked until the beginning of their next regular shift, at which time they will be paid at their regular straight-time rate. If they are required to continue to work beyond the end of their regular shift, they will again be paid at the appropriate overtime rate and continue in that pay status until they receive a break of at least eight (8) hours.

#### ARTICLE IX

# **Settlement of Disputes**

A "Grievance" is a dispute as to the application or interpretation of any part or clause of this Agreement. A "Grievant" is the employee or the Union filing the grievance.

#### Section A. Procedure

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented at the first (1<sup>st</sup>) step of the procedure within ten (10) working days of the incident giving rise to the complaint.

Step I. The Grievant having a specific grievance shall take it first to his/her immediate supervisor. Such supervisor must respond within five (5) working days.

- Step II. Within five (5) working days after the decision in Step No. 1, or if no timely decision has been made, the Grievant shall then present the written grievance to his/her department director. Such department director shall respond in writing within ten (10) working days.
- Step III. Within ten (10) working days after the decision in Step No. II, or if no timely decision has been made, the Grievant shall then present the written grievance to the City Manager, who shall respond within twenty (20) working days.
- Step IV. If not resolved, the grievance may be submitted to arbitration within ten (10) working days after the decision in Step No. III, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree they will jointly request that the Iowa Public Employment Relations Board submits to the parties, a list of arbitrators and, by alternatively striking names, an arbitrator will be selected.

#### Section B. Limitations

The arbitrator shall not have the power to decide a grievance, which is a mater suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, not to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Des Moines, Iowa.

The arbitrator's fee and expenses shall be shared equally by the parties. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings if desired.

The failure of the Grievant to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.

All written grievances must be signed by the affected employee(s) or by the Union representative. Employees are entitled to representatives of their own choosing at all steps in the grievance procedure.

When necessary in investigating and settling grievances, employees and their representative, if employees of the City, shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in the Article may be extended by mutual agreement.

# ARTICLE X

## **Performance Appraisals**

## Section A. Use and Purpose

It is agreed that employee performance evaluations shall be used for the purpose of improving an employee's individual performance, acknowledging an employee's accomplishments, and to provide an opportunity for an employee to improve in a designated area of sub-standard performance prior to any disciplinary action being taken.

#### Section B. Procedure

The parties agree that any evaluation appraisal system used by the City be carried out in a uniform manner. The following are the provisions of this system:

- 1. Each department director shall provide an annual evaluation of all permanent employees in his/her department in achieving the standard of work performance required. This evaluation shall include a discussion between the employee and his/her immediate supervisor for the purpose of determining goals and evaluating progress toward better performance and personal developments. A memorandum record of the results of these discussions shall be forwarded to the department director by the supervisor on forms prescribed by the Personnel Department.
- 2. Wherever in the Personnel Rules, reference is made to "satisfactory performance" or "standard performance" this shall be determined by the department director on the evaluation form submitted by the supervisor.
- 3. Each employee shall be given a copy of the evaluation form prepared by his/her supervisor regarding his/her progress.
- 4. Every memorandum of an employee evaluation report shall be signed by the employee.
- 5. In the event such evaluations are being used in promotional actions only the two (2) most recent evaluations may be given consideration.

## Section C. Appeal

In the event an employee disagrees with his/her performance evaluation rating, he/she may so indicate in the space provided. Any memorandum reflecting an overall substandard performance level by the employee, which is contained in the performance evaluation, shall be subject to the grievance procedure in the event said evaluation becomes a factor in the denial of a promotion.

Any formal evaluation of an employee's work performance which results in an unsatisfactory overall rating may be challenged by the employee through the grievance procedure set forth in this contract and shall be subject to all time limitations contained therein. If the arbitrator determines that the evaluation is unfair, unjust or inaccurate the evaluation and any adverse action resulting from said evaluation shall be of no force and effect and the evaluation may be ordered removed from the employee's evaluation file. The period during which such challenge may be brought shall commence with the employee's signature upon the performance evaluation form, which shall be accompanied by written notice of the adverse action, if any, which will be taken.

## **ARTICLE XI**

## **Holidays**

## Section A. Designated Holidays

The following eleven (11) paid holidays will be observed by the City:

- (1) New Year's Day
- (2) Martin Luther King Jr. Birthday
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Veterans' Day
- (7) Thanksgiving Day
- (8) The day after Thanksgiving
- (9) Christmas Day
- (10) An additional Christmas Holiday
- (11) The employee's birthday (The employee's birthday, at the employee's option, this holiday may be used on or after the actual day. However, advance supervisory approval is required.)

## Section B. Eligibility

All permanent full and part-time employees, full-time probationary employees, and full-time employees on provisional appointments shall be eligible for paid holidays.

## Section C. Holidays Occurring on Weekends

Holidays which fall on a Saturday will be observed on the preceding Friday. Holidays which fall on a Sunday will be observed on the following Monday. In the event the employee's birthday falls on another holiday, it will be observed at some other time.

## Section D. Additional Christmas Holiday

When Christmas falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the legal holiday observance, the preceding work day shall also be observed as a holiday. When Christmas falls on Sunday, Monday, or Thursday, in addition to the legal holiday observance, the following work day shall also be observed as a holiday.

## Section E. Holidays Occurring During Leaves of Absence

When a holiday occurs during a leave of absence for which an employee receives compensation, i.e., vacation, sick, compensatory, emergency, or injury, holiday pay will be provided on the prescribed holiday. When an employee is not on a paid status for either the work day immediately prior to or immediately after a holiday, no holiday pay will be granted.

Section F. Holidays for Shift Workers

Employees engaged in shift work who are unable to observe a holiday will be permitted to take equivalent time off within twelve (12) months of the designated holiday. (See Article VIII C 3.)

#### ARTICLE XII

#### Leaves

Section A. Military Leave

Military leave shall be provided in accordance with applicable state and federal legislation.

Section B. Jury Duty, Conference and Other Meetings

Employees on jury duty will receive their normal pay for regular work days spent on a jury panel. The employee shall submit the payment received from the court to the City Treasurer's Office less any amount included for travel allowance or expense reimbursement. Such time off shall be counted as time on duty.

Employees may, upon written request, be excused from work to attend various conferences and official meetings regarding City business. Attendance at such meetings will be considered as time on duty, provided the proper advance approval is obtained.

#### Section C. Leaves of Absence

## 1. Emergency Leave

- (a) In case of death in the "immediate family," a permanent employee may be granted a leave of absence with pay up to seven (7) calendar days by the department director. "Immediate family" is defined as father, mother, stepfather/mother, husband, wife, child, stepchild.
- (b) In the case of death in the "family," a permanent employee may be granted a leave of absence with pay up to four (4) calendar days by the department director. "Family" is defined as father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, spouse's grandparent, and any other relative living in the same household.
- (c) In the case of death of an aunt or uncle a permanent employee will be granted a leave of absence with pay of one (1) working day.
- (d) If the situation warrants an extension, the department director may grant up to an additional three (3) calendar days. A written explanation must be filed with the City Manager.
- (e) Employees may choose to use vacation time, C-time, or up to one (1) day W-time to attend funerals of all relatives not included in paragraphs (a) or (b) above with prior approval of their supervisor.
- 2. Educational Leave Without Pay. Permanent employees interested in further professional training may, with the consent of the department director and the City Manager, obtain an educational leave. Such leave is without pay. A single leave may not be for more than twelve (12) months.

- 3. Leave of Absence Without Pay. Department directors, with the approval of the City Manager, may grant leaves of absence without pay. A single leave of absence may not be for more than twelve (12) months.
- 4. Leaves of absence of over thirty (30) calendar days, except for disability, shall result in an "adjusted start date" for purposes of vacation accrual, longevity pay, and an adjustment to "anniversary date" for merit salary increase to account for the lost service time.

## Section D. Absence Without Leave

If an employee shall, without proper authorization, be absent from duty, whether for part or all of a working day or for a longer period, such absence may be grounds for disciplinary action or discharge. Absences without leave for any three (3) duty shifts during a contract year may be considered cause for automatic termination of employment.

#### ARTICLE XIII

## Vacation

Section A. Eligibility

All permanent full and part-time employees who have completed at least six (6) months of continuous service and successfully completed their probationary period shall be eligible for vacation leave upon accrual.

Section B. Accrual

Vacation leave shall be accrued as follows:

- 1. Vacation leave for all permanent, full-time employees with less than seven (7) years of continuous service shall be at the rate of ten (10) working days (or eighty (80) hours) for each twelve (12) months of active City service. Employees who have completed six (6) months of service and who have successfully completed their probationary period are eligible to take any accrued vacation time.
- 2. Vacation leave for all permanent full-time employees who have completed seven (7) years or more of continuous service, but no more than twelve (12) years, shall be at the rate of fifteen (15) working days (or one hundred twenty (120) hours) for each twelve (12) months of active City service.
- 3. Vacation leave for all permanent full-time employees who have completed twelve (12) years or more of continuous service, but no more than nineteen (19) years, shall be at the rate of twenty (20) working days (or one hundred sixty (160) hours) for each twelve (12) months of active City service.
- 4. Vacation leave for all permanent full-time employees who have completed nineteen (19) years or more of continuous service shall be at the rate of twenty-five (25) working days (or two hundred (200) hours) for each twelve (12) months of active City service.
- 5. Vacation leave shall be accrued by permanent part-time employees who normally work 20 hours per week but less than 30 hours at a rate equal to one-half (½) the rate earned by full-time permanent employees.

- 6. Vacation leave shall be accrued by permanent part-time employees who normally work thirty (30) hours per week but less than forty (40) hours at a rate equal to three-quarters (3/4) the rate earned by full-time employees.
- 7. Probationary employees and employees on provisional appointments shall accrue vacation during probationary and provisional periods, but shall be ineligible for such vacation until they become permanent employees and have completed six (6) months of service. In the event of their separation prior to their permanent appointment and completion of six (6) months of service, they shall be ineligible for terminal vacation.

#### Section C. Administration

Vacation leave shall be administered as follows:

- 1. All vacation leaves and schedules must be approved by the department director. In approving such a schedule, the department director shall consider the needs of the City service and the seniority and wishes of the employee.
- 2. Vacation leave shall be charged as used in amounts of not less than one hour.
- 3. When a holiday occurs during an employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
- 4. Vacation must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the department director and City Manager.
- 5. Accrued but unused vacation will be paid upon termination after six (6) months of service.

#### ARTICLE XIV

## Sick Leave

Section A. Eligibility

All permanent full-time and part-time employees shall be eligible for paid sick leave.

Section B. Accrual

Sick leave shall be accrued as follows:

- 1. Sick leave shall be accrued for all permanent full-time employees, at the rate of one work day for each month of service with no limit to accumulations.
- 2. Sick leave shall be accrued for permanent part-time employees at one-half (½) the rate prescribed for permanent full-time employees.

- 3. Sick leave shall be accrued by probationary and provisional appointment employees at the rate prescribed for permanent full-time employees.
- 4. Any employee shall continue to accrue sick leave while on any other compensated leave.

## Section C. Usage

Sick leave shall be granted under the following circumstances:

- 1. Physical incapacity not incurred in the line of duty.
- 2. Personal illness, including medical, dental or optical appointments during working hours, or during an employee's pregnancy or normal recovery period as directed by a licensed medical physician.
- 3. Enforced quarantine of employee in accordance with community health regulations.
- 4. (Family Sick Leave) If an employee must attend to an illness, injury, hospitalization, or outpatient surgery in the "immediate family" or household, sick leave may be taken. "Immediate family" is defined as father, mother, husband, wife, child, stepchild, or foster child.

## Section D. Administration

Sick leave shall be administered as follows:

- 1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
- 2. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods and not on vacation time.
- 3. If such sick leave exceeds three (3) consecutive work days, department directors have the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certification must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.

Individual cases, where there is sufficient reason to believe the employee is abusing the sick leave privileges, the employee will be first advised in writing that an acceptable medial certificate will be required for all future sick leave absences. This requirement shall be dropped after six (6) months without apparent abuse. Abuse of sick leave shall be cause for disciplinary action up to and including dismissal.

## Section E. Separation Credit

No payment for unused sick leave credit shall be made upon separation from City employment except in cases of retirement or death of a permanent employee of the City, as prescribed hereinafter. In the event of the employee's retirement, which meets the requirements of the applicable Federal or State Statutes, or his/her death, the employee or his/her beneficiary shall be paid fifty (50) percent of his/her daily salary based on his/her salary rate at the time of his/her retirement or death for each full day of unused sick leave credit the employee has accrued, provided, however, the maximum unused sick leave to be compensated for at the rate of fifty percent (50%) is limited to 1,500 hours except that those employees who have a balance of 1,300 or more hours as of July 1, 1985, shall not be affected by the maximum.

Employees with twenty (20) years or more of service who are terminated for any reason, other than dismissal for just cause, shall be eligible for the sick leave separation credit as outlined immediately above.

Section F. Sick Leave Bank

The City agrees to allow the Union to establish a sick leave bank with the following provisions:

- 1. Each employee wishing to participate in the sick leave bank may contribute eight (8) hours of vacation, birthday, holiday, or compensatory time. Employees with one thousand five hundred (1500) hours or less of sick leave hours may contribute sixteen (16) hours of accumulated sick leave at a two for one ratio. Such sick leave contribution will equal eight (8) hours of sick leave in the sick leave bank. Such time will be deducted from the employee's accrued time. MEA will provide the City with a quarterly report regarding contributions and allocations from the sick leave bank.
- 2. In the event an employee is ill and has used all available sick leave and vacation, the employee may make application to the Union to draw from the sick leave bank.
- 3. The Union shall notify the City stating the number of hours, which will be deducted from the sick leave bank and paid to the employee.

The City shall not be held responsible or liable for the Union's provision or denial of sick leave bank benefits.

# ARTICLE XV Injury Leave ("J" Time)

Leaves of absence with pay shall be granted permanent employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in actual performance of duty.

Section A. Method of Payment

During such injury leave, the City shall pay such employee his/her regular full pay, either as direct payment from salary funds, or as Workers' Compensation insurance benefits, or both, but the total amount so paid for loss of time from work shall not exceed the full pay which such employee would have received for such period at his/her regular rate of pay. Such injury shall not be charged against the employee's sick leave or vacation benefits. Injury leave for an employee covered by the Police and Fire Retirement System will be administered under this article except where it is in conflict with the provisions of Section 411.6, Code of Iowa.

#### Section B. Format

Injury leave shall extend for six (6) months unless it is determined sooner by a competent medical authority and approved by the City Manager that the employee can return to duty. At the end of six (6) months if still disabled, the employee will be entitled to leave with pay as follows:

- 1. Three (3) months to be paid at ninety-five percent (95%) of the employee's regular rate of pay.
- 2. Another three (3) months to be paid at ninety percent (90%) of the employee's regular rate of pay.
- 3. At the end of one year from the date of injury, the employee shall be entitled to Workers' Compensation provided by Chapter 85, Code of Iowa.
- 4. If declared by a competent medical authority and approved by the City Manager, to be unable to return to work or to be permanently disabled, the employee shall, after one (1) year from the date of the disabling injury, be permitted to use accrued vacation and normal sick leave.

## Section C. Notice of Injury

An employee who is physically injured and who fails to report within twenty-four (24) hours any injury, however minor, to his/her foreman or supervisor and to take such first aid or medical treatment as may be necessary shall not be eligible for injury leave as outlined above.

## Section D. Subrogation

If pay is paid to the employee under this article, the City shall be indemnified out of any recovery of damages made by the injured employee against any third-party because of the injury to the extent of the payment by the City less reasonable attorney fees proportional to those paid by the employee. Further, in the event the employee's recovery consists of a judgment, the City shall also be entitled to legal interest. However, in the event the judgment includes a jury verdict specifying an amount for lost wages, the City's portion of the recovery prior to deductions shall not exceed such specified amount plus legal interest.

In the event the employee fails to commence an action against the third-party for damages resulting from an injury within 30 days after written notice to do so given by the City, then the City shall be subrogated to the rights of the employee to maintain the action against such third-party, and may recover damages for the injury to the same extent that the employee might.

This provision is not intended to alter the rights and obligations of the employee or the City pursuant to Section 85.22 of the Iowa Code or any other provision relating to workers' compensation.

#### ARTICLE XVI

## **Health and Welfare**

The City shall make reasonable provisions for the safety and health of employees during the hours of their employment, and shall provide protection devices and other equipment necessary to protect the employees from injury or illness in conformance with statutory requirements.

Employees are expected to follow established City procedures for reporting occupational injuries and illness to their supervisors and to the Employee Health Clinic.

Required outside medical treatment relating to occupational injuries will be recoverable from the City only if the proper authorization is first obtained from the Employee Health Clinic, except in the event of an emergency.

Section A. Shoe Allowance

Employees who are required to wear safety shoes including safety rubber boots shall receive an annual allowance each July for the purchase of City approved safety shoes or boots of \$100.00.

Section B. Drug Testing

The City and the Association shall follow all applicable provisions of State and Federal law with regard to drug testing.

#### ARTICLE XVII

# **Training and Career Development**

Section A. Employee Training

The purpose of this section is to establish policy for employee training and for sending City employees to special outside courses of instruction relating to their employment with the City which does not accrue credit toward a high school diploma or high school equivalency certificate, college degree, law degree, CPA recognition or related education certification.

- 1. The City will, at its discretion, provide orientation and on-the-job training to each employee. Upon the recommendation of the department director and approval of the City Manager, a City employee may be sent to outside instructional courses as a means of upgrading his/her capabilities as a City employee.
- 2. The criteria for evaluating a request to attend outside instructional courses shall be that the estimated value to the City from the course is commensurate with the total cost including tuition, transportation, meals, lodging, pay and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and useable in City operation; and that in the case of a prolonged course of instruction, there will be adequate coverage of the employee's normal duties during his/her absence.

3. Employee training to improve work performance of the employee in his/her present position, both by means of in-services instruction and outside instructional courses, may be conducted during or after the employee's working hours. Training to prepare the employee for promotion shall be on the employee's own time, unless because of shortage of manpower or other circumstances, it is in the City's interest to use work time.

## Section B. Employee Education

The purpose of this section is to establish policy for the academic education of City employees, which will be of benefit to both the employee and the City. This policy pertains to courses attended by City employees which accrue credit toward a high school diploma or high school equivalency certificate, college degree, college graduate degree, law degree, CPA recognition or related educational certification.

- 1. Upon the request of the employee, recommendation of his/her department director and approval of the City Manager, a permanent full-time City employee may participate in the Education Tuition Reimbursement Program described hereafter subject to the following requirements:
  - (a) That the course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or certificate in a field either directly related to the employee's current duties, or a field in which the employee would have a reasonable expectation of being promoted to while employed with the City. Such course work must be completed at an officially accredited educational institution.
  - (b) That the employee shall satisfy the necessary prerequisite of the course for which tuition reimbursement is being requested and shall receive approval of the City Manager prior to enrolling in the course.
  - (c) That participation in the Education Tuition Reimbursement Program shall be solely on the employee's time.
- 2. City employees approved for participation in the Education Tuition Reimbursement Program shall be eligible for reimbursement by the City of One Hundred Percent (100%) of tuition and all instructor required books and/or lab fees for courses offered by accredited educational institutions up to a limit of one thousand two hundred dollars (\$1,200) per fiscal year. Tuition Reimbursement shall be made upon completion of the course with a grade of "C" or better, and upon application to the department director showing evidence of successful course completion. Employees taking a leave of absence for education purposes shall not be eligible for participation in the Education Tuition Reimbursement Program.

## Section C. Training on New Processes

Whenever the duties of a position are to be materially changed by the introduction of new machines or processes requiring different skills and knowledge, any permanent or probationary employee affected by the change shall be informed of the new duties and shall be given a reasonable opportunity to learn to perform the new duties and to qualify for status in any new class of positions required for such work. Any employee who, after a reasonable training period, qualifies for appointment in a different class shall be deemed to possess the specific education and experience requirement for such class and shall be appointed thereto with the same status and seniority which he/she last had in his/her class or be laid off in accordance with the provision of law and these Rules regarding layoff.

#### ARTICLE XVIII

# **Employee Personnel Files**

MEA employees, upon request, are entitled to a copy of their personnel file and the City may charge a "reasonable fee" for copying the file, not to exceed the lesser of ten cents (\$0.10) per page or five dollars (\$5.00) total. The City, through the Human Resources Department (custodian of the records), will provide a signed, dated and certified statement attesting to the fact that the employee has received a true, accurate and complete copy of their personnel file.

Official grievances filed by any employee under the Grievance Procedure as outlined in this Collective Bargaining Agreement shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

Any employee shall receive a signed and dated copy of any and all written documents of a derogatory nature placed in their personal file.

#### ARTICLE XIX

# Payroll Deductions and Dues Check-Off

Section A. Payroll Deductions

An employee may authorize deductions from his/her pay for the following purposes:

- 1. Credit Union
- 2. Savings Bonds
- 3. United Campaign Fund
- 4. Union Deductions
- 5. Any other deductions, which may be mutually agreed to.

The amounts deducted for any one type of deduction may be changed no more than once each every four (4) months.

Section B. Dues Check-Off

During the life of this Agreement and in accordance with the terms of the authorized due check-off form, the City agrees to deduct Union dues and assessments levied in accordance with the Constitution and by-laws of the Union from the pay of each employee who executes or has executed the authorization form.

The deductions shall be certified to the City by the Treasurer of the Union on the appropriate forms, signed by the employees, and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or filed against the City as a result of any action taken by the City in compliance with the provision of this article.

#### ARTICLE XX

## Seniority

Seniority is determined by the length of continuous unbroken service as a permanent full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the City or as otherwise authorized by the City) in excess of thirty (30) cumulative working days per year shall be deducted from the employee's time of seniority. It is important to note any difference between "Seniority Date" and "Adjusted Start Date."

Seniority shall apply in the following situations:

- 1. Scheduling of vacations within classifications on the same shift.
- 2. Layoffs (in reverse order)
- 3. Recall
- 4. Shift preference within the same classification within a department. Shift preference within the same classification within a department shall be determined by the length of time served in that classification. This provision shall apply to permanent and temporary shift assignments.

(When a vacancy occurs or a new position is created, the appropriate supervisor will post a notice in a designated location for seven (7) calendar days. Any employee wishing to be considered for this position shall submit in writing their request to their own supervisor. All requests will then be forwarded to the department head. This provision shall only apply to employees within the same department.)

#### ARTICLE XXI

## **Use of Facilities**

The City agrees that facilities shall be made available for meetings of the Union during non-duty hours of the bargaining employees involved. Requests will be made through the Human Resources Department of the City. Use of available space will be granted if the request is reasonable in terms of purpose and need. The Union agrees to comply with normal safety security and utilization policies and regulations concerning facilities made available.

The City agrees to continue to provide the Union with a meeting space to conduct union-management business.

#### ARTICLE XXII

#### **Use of Bulletin Boards**

## Section A. Use

The City will provide reasonable space, for official Union business, on each bulletin board in each work area of the unit.

Use of the boards shall be limited to five (5) general types of notices:

- 1. Listing of names, work location and telephone extensions of Union Officers and Officials
- 2. Union meetings
- 3. Union elections
- 4. Union recreational and social events
- 5. Union educational notices

## Section B. Booklet Printing

Booklet copies of this Agreement shall be printed and the cost shall be shared equally between the City and the Union.

#### ARTICLE XXIII

## Reduction in Force

In the event a reduction in force becomes necessary, procedures provided in Chapter 400 of the Iowa Code (Civil Service) shall be recognized for both Civil Service and non-Civil Service employees.

Employees to be laid off shall be given ten (10) working days prior notice.

## Reclassification

When a staff reduction is required in a classification and employees affected have the (a) same classification seniority; (b) have received standard or better performance reviews at their last appraisal; and (c) are not under written disciplinary action regarding job performance issues, the order of layoff will be determined by City seniority.

## Effect on Pay

An employee who, as a result of the reduction of force, is assigned to a classification having a lower pay grade shall suffer no loss of regular pay. Such employee's pay will be frozen at the most recent pay level and shall receive no future pay increase until the salary range assigned to their new class catches up with the employee's frozen rate of pay.

#### ARTICLE XXIV

# Wages

Section A. Compensation

Each employee shall be compensated in accordance with respective classification title and corresponding salary range as set forth in Appendix "B" for the pay period beginning June 19, 2006, through the pay period beginning June 15, 2008.

Section B. Within Grade Salary Increases

After appointment or promotion, a permanent full time employee shall be eligible for a pay increase at a rate midway between his/her entrance rate and the next higher step upon the satisfactory completion of the appropriate probationary period. Then, upon completion of twelve (12) months of service, the employee shall be eligible, upon proper recommendation, for an additional one-half (1/2) step increase to the next higher rate of pay. The employee shall then be eligible, upon proper recommendation, on that "anniversary date" for an annual one step increase until the top step of the assigned pay range is reached.

After appointment or promotion, a Permanent Three-quarter-time employee shall be eligible for a pay increase at a rate midway between his/her entrance rate and the next higher step upon the satisfactory completion of the appropriate probationary period of nine (9) months. Then, upon completion of each additional nine (9) months of service, ("step date") the employee shall be eligible, upon proper recommendation, for an additional one-half (1/2) step increase to the next higher rate of pay until the top step of the assigned pay range is reached.

After appointment or promotion, a Permanent Half-time employee shall be eligible for a pay increase at a rate midway between his/her entrance rate and the next higher step upon the satisfactory completion of the appropriate probationary period of (12) months. Then, upon completion of each additional twelve (12) months of service, the employee shall be eligible, upon proper recommendation, for an additional one-half (1/2) step increase to the next higher rate of pay until the top step of the assigned pay range is reached.

Such pay adjustments shall be made effective at the beginning of the pay period during which the required qualified service and other requirements are reached. Any salary increases granted in advance of the "anniversary date"/"step date" shall establish a new "anniversary date" / "step date" for the purpose of future step increases.

Any step increase delayed for cause, shall not establish a new anniversary date for the purpose of future step increases. This provision shall not affect any delays in step increase, which occurred prior to July 1, 1979.

Section C. Transfer Pay

When an employee is transferred to a position in another class, and the class is assigned to the same pay grade as the employee's former class, he/she shall be entitled to the corresponding step in the grade of the class to which transferred.

## Section D. Promotion Pay

Upon promotion to a classification having a higher pay range the employee shall receive an increase in pay equal to one (1) step in the salary range or the first step of the newly assigned range whichever is greater.

Section E. Reporting Pay

If an employee reports to work at his/her regular time and place but is sent home by the supervisor because work cannot be performed, such employee shall be paid a minimum of two (2) hours pay at his/her regular straight time rate.

Section F. Recall Pay

When an employee, after completing a regular shift, is recalled to work he/she shall receive a minimum of two (2) hours pay at the appropriate rate.

Section G. Classification Pay

When working in a higher classification for more than ten (10) consecutive days, the employee shall be paid in the higher grade.

Section H. Standby Pay

Employees required by the department director to serve on a rotating on-call list whereby such employees must be reachable by cellular telephone or pager and must be able and in condition to respond to a call or return to service within a reasonable amount of time as determined by the director, shall receive one (1) hour of compensatory time added to the employee's "C" time balance for each day they have the call-out rotation.

Section I. Me Too Clause

Should any existing non-safety bargaining unit receive a voluntary wage settlement with the City of Des Moines that exceeds 3.25% for the contract year beginning July 1, 2006 and subsequent contract year beginning July 1, 2007, the MEA employees shall receive the higher increase.

## ARTICLE XXV

#### Insurance

The following insurance coverage will be made available to permanent full-time employees subject to the terms and conditions of the respective group contract or plan document of the insurer.

Section A. Life

The City agrees to provide straight term life insurance coverage in the amount of ten thousand dollars (\$10,000) of coverage for employees with less than five (5) years of service. Employees with five (5) years or more of service shall be provided with coverage in the amount of one times (1x) his/her base salary.

The City will provide the employees with the opportunity to purchase additional life insurance coverage at the lowest rate the City can obtain.

#### Section B. Health and Medical

The City of Des Moines will make available a health insurance plan for the period July 1, 2005 through December 31, 2006 as described in Health Plan Exhibit 1 to employees and their dependents. The City of Des Moines will make available a health insurance plan beginning January 1, 2007 as described in Health Plan Exhibit 1A, to employees and their dependents. There is no contribution for single coverage. Employees selecting family coverage will contribute monthly an amount equal to five percent (5%) of the difference between the family and single premium. This contribution will be made on a pre-tax basis.

The plans, both Health Plan Exhibits 1 and 1A) provide for a \$5 co-payment for generic drugs (retail). Notwithstanding this provision, for the period beginning July 1, 2006 through December 31, 2007, employees will be eligible to receive up to three dollars (\$3) reimbursement of the co-payment for each generic drug prescription. This plan will be administered by the City of Des Moines in a fashion similar to the Flexible Spending Account. Reimbursement eligibility is limited to a minimum of \$5 per any month. This means the requested amount submitted by an employee must total at least \$5 for a reimbursement to be made. Notwithstanding this limitation, the City agrees that an employee will not be left with an un-reimbursed generic drug co-pay at the end of the eighteen month period of this arrangement.

## Section C. Dental

The City will make available dental insurance as noted in Insurance Exhibit 1 and 1A, to employees and their dependents. There is no contribution required for single coverage. Beginning July 1, 2006, employees selecting family coverage will contribute one dollar (\$1) per month for coverage under this dental plan. This contribution will be made on a pre-tax basis. For employees covered by this agreement, the calendar year maximum benefit will be one thousand dollars (\$1000) per year.

#### Section D. Long Term Disability

The City will provide a Long Term Disability insurance plan for full time employees. The plan will provide a sixty-six and two thirds percent (66 2/3%) replacement of an employee's base regular pay plus longevity following a ninety (90) day elimination period for the appropriate period of disability as provided in the plan document. An employee may use their accumulated sick leave or other personal leave to offset the thirty-three and one third percent (33 1/3%) loss of regular pay.

## Section E. Section 125 Spending Accounts

Commencing January 1, 2004, the City will cover administrative costs associated with employee participation in an Internal Revenue Section 125 plan administered by the City of Des Moines, or their designee. The City will amend the plan for plan years beginning on and after January 1, 2007, to permit the maximum benefit and coverage under this plan permitted by the Internal Revenue Code, Regulations or Rulings.

#### ARTICLE XXVI

## Longevity

## Section A. Eligibility

Permanent employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed.

- 1. Continuous Service. Continuous service shall be terminated by resignation, dismissal or retirement. If an employee so terminated received subsequent reappointment, he/she shall not be given longevity pay for service prior to the termination. Continuous service shall not be considered broken if an employee:
  - (a) Is on military leave of absence and returns to City employment in accordance with Federal and State law.
  - (b) Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a five year period by employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

## Section B. Amount of Payment

Eligible employees, upon successful completion of the following continuous years of service, shall receive the longevity pay percentage indicated:

Years Contin	Longevity	
Service Comp	Percentage	
Five	(5)	1%
Nine	(9)	2%
Thirteen	(13)	3%
Seventeen	(17)	4%
Twenty-one	(21)	5%
Twenty-five	(25)	6%

## Section C. Limitations

Any employee who is suspended, on leave of absence without pay, or otherwise off the payroll for any period of thirty (30) consecutive calendar days or more shall receive no longevity pay for such period.

#### ARTICLE XXVII

## **General Provisions**

Section A. Clothing Allowance

The City shall pay to each Identification Technician, an annual clothing allowance in the amount of \$200.00 per year. Said clothing allowance shall be paid in two equal parts, one in July and the other in January.

Section B. Use of Personal Vehicle

Mileage reimbursement for using a personal vehicle shall be at the maximum rate allowed by the Internal Revenue Service regulations.

Section C. Permanent Part-Time Employee Benefits

- 1. "Less than one-half time" Those permanent part-time employees who are designated to work less than half-time (less than 20 hours per week) are not eligible to receive any benefits.
- 2. "Half-time" (20 to 29 hours per week) permanent employees shall be eligible for all time-related leave benefits; i.e., sick leave, vacation and holidays, at a proration of one-half the accrual for permanent full-time employees. One-half holiday credit is allowable when a holiday falls on a day, which the employee would normally be scheduled, to work. Likewise, sick and vacation time is used at one-half (½) the regular rate, i.e., four (4) hours per day. "Half-time" permanent employees are not eligible for any insurance or other monetary benefits.
- 3. "Three-quarter time" (more than 30 hours per week, but less than full-time) permanent employees shall be eligible for both leave benefits on a one-half proration as stated above for "half-time" employees, and for one-half of the money related benefits, i.e., health insurance and longevity. An employee opting for health insurance coverage must contribute one-half the premium cost paid by the City for permanent full-time employee coverage. For example, if the City pays 100 percent of the premium for life insurance for permanent full-time employees, the "three-quarter time" employee may be covered by contributing fifty percent toward such premium. In those cases where the premium cost may be split between the City and the permanent full-time employee, the "three quarter time" employee may obtain the insurance coverage by contributing one-half the City's normal premium payment plus whatever payment a full-time employee would contribute.
- 4. Temporary Appointments Employees assigned to temporary or "casual" positions are not eligible for any benefits or payroll deduction.

#### ARTICLE XXVIII

## Savings Clause

Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement. Any provision held unlawful shall automatically be terminated. If replaced provisions are deemed necessary by the City or Union they shall be negotiated immediately.

In the event of a conflict between this Agreement's provisions and Chapter 400 of the Code of Iowa, the latter shall prevail.

## ARTICLE XXIX

## Classification

The classification salary plan, which is in effect at the signing of this Agreement, shall remain in effect during the term of this Agreement unless changed by the following procedure:

1. Any job classification, which is created or changed by the City, i.e., duties, responsibilities or requirements shall be deemed immediately subject to negotiations as to rate of pay. The City shall notify the Union at least seven (7) days prior to Civil Service of any proposed new, changed or altered job classification.

#### ARTICLE XXX

# **Deferred Compensation**

An employee shall be eligible to contribute up to the maximum permitted by the Internal Revenue Service of their annual salary into a deferred compensation plan beginning July 1, 2003. The City, beginning June 20, 1994, agreed to contribute a sum equal to that contributed by the employee up to one and one-half percent (1½%) of the employee's annual salary. The City, beginning June 19, 1995, agreed to contribute a sum equal to that contributed by the employee up to two percent (2%) of the employee's annual salary.

#### ARTICLE XXXI

## **Retirement Health Savings Plan**

The City will make available to employees under this agreement the ICMA-RC Vantage RHS Plan. This plan provides a vehicle to permit employees to direct any portion of their vacation or sick leave payouts available upon separation of service to this tax preferred plan. Amounts contributed are available to pat for IRS deductible health expenses as detailed in this plan.

## ARTICLE XXXII

# **Appendices**

The following appendices are incorporated and made a part of this Agreement.

Appendix A. Unit Classifications and Salary Range Assignments

Appendix B. Salary Schedule effective June 19, 2006; reflecting a 2,080-hour work year and a three and one-fourth percent (3.25%) across the board salary increase and also reflecting another effective date of June 18, 2007 reflecting a 2,080-hour work year and a three and one-fourth percent (3.25%) across the board salary increase

Appendix C. Definitions

Insurance Exhibit 1. - City of Des Moines Health Insurance effective 7/1/2006 – 12/31/2006 Insurance Exhibit 1A – City of Des Moines Health Insurance effective 1/1/2007

## ARTICLE XXXII

# **Duration of Agreement**

This Agreement shall be in full force and effect for a period of two years beginning July 1, 2006, and ending June 30, 2008.

pot part	6/19/2006
Terry Loy, President	Date
Municipal Employees Association	
Rita Fromm, Vice President Municipal Employees Association	6/15/2006 Date
T. M. Franklin Cownie, Mayor	JUN 1 9 2006  Date
ATTEST:	JUN 1 9 2006
Diane Rauh, City Clerk	Date

# APPENDIX A - UNIT CLASSIFICATIONS AND SALARY RANGE ASSIGNMENTS

Job Code Number	Classification Title	Pay Range		
5371	Accountant	22		
5325				
5327	Accounting Specialist II	17		
5329	Accounting Specialist III	20		
5771	Acquisition and Relocation Specialist	29A		
1135	Administrative Aide	21		
9710	Airport Operations Center Attendant	16		
8040	Airport Operations Assistant	16		
6900	Architectural Technician	28		
5343	Assessment Clerk	21		
4515	Assistant Planner	24		
4932	Assistant Surveyor	21		
4551	Associate Planner	28		
1124	<b>Botanical Center Marketing Coordinator</b>	19		
6715	Building Inspector	26		
6716	Building Specialist	20		
5795	Buyer	24		
4912	CAD Graphic Technician	21		
5320	Cashier	13		
1964	Cemetery Client Services Representative	16		
6780	City Property Technician	25		
1381	Clerk	9		
1951	Clerk Typist	9		
5332	Client Server Application Developer	29A		
6755	Combination Inspector	27		
1125	Communications Specialist	24		
4317	Community Garden Coordinator	21		
1736	Computer Work Station Operator	13		
4995	Construction Inspector	19		
5743	Courier	16		
1959	Customer Service Representative	16		
1728	Data Entry Operator	13		
5363	Departmental Systems Coordinator	31		
5367	Departmental User Support Technician	27		
6740	Development Zoning Inspector	26		
6731	Electrical Inspector	26		
6729	Electrical Specialist	20		
4343	Electronic Flow Meter Technician	25		
8883	Energy Assistance Worker	16		
5035	Engineering Contracts Administrative Assistant	19		

City of Des Moines and Municipal Employees Association July 1, 2006 through June 30, 2008

4955	Engineering Lab Operations Technician	26
4410	Engineering Laboratory Technician	23
4949	Engineering Technician	25
1128	Facilities Services Coordinator	19
1990	False Alarm Coordinator	20
8843	Family Development Specialist	12
4332	Fats, Oils and Grease (FOG) Coordinator	19
5355	Field Inspector	17
1405	Fire Department Stores and Inventory Clerk	16
5323	Financial Administration Assistant	16
9360	Fire Protection Engineer	28
1965	Fleet Services Administrative Coordinator	17
3026	Fleet Services Service Writer	12
5810	GIS Analyst	29A
4914	Graphic Technician	18
5500	Guest Services Coordinator	19
8848	Homeless Assistance Coordinator	26
8825	Housing Code Research Assistant	20
6784	Housing Conservation Inspector	26
8873	Housing Counselor	25
8862	Housing Financial Analyst	26
1153	Human Relations Specialist	22A
9738	Identification Technician	22
4342	Industrial Pretreatment Coordinator	27
4326	Industrial Pretreatment Technician	19
1382	Intermediate Clerk	12
1952	Intermediate Clerk Typist	12
9735	Investigative Assistant	19
9730	Jail Security Officer	21
4320	Laboratory Aide	9
4328	Laboratory Analyst I	22A
6400	Laboratory Analyst II	25
4336	Laboratory Chemist	25
4324	Laboratory Technician	18
4934	Lead Surveyor	27
1944	Lencir Control Typist	15
5353	License Clerk	18
5550	Marketing Coordinator	22
6776	Mechanical Inspector	26
6774	Mechanical Specialist	20
5751 5750	Motor Vehicle Program Clerk	17
5750	Motor Vehicle Program Coordinator	21
8877	Neighborhood Development Aide	19
8876	Neighborhood Development Specialist	24A
6742	Neighborhood Health and Zoning Inspector	26 27
6743	Neighborhood Inspector	27
6741	Neighborhood Inspection Assistant	16

City of Des Moines and Municipal Employees Association July 1, 2006 through June 30, 2008

5331	Network Technician	32A
4350	Operations Training Coordinator	23
1962	Park & Recreation Customer Service Rep	16
3510	Park Planner	24
9715	Parking Meter Checker	15
4512	Planning Technician	19
6720	Plans Examiner	28
6751	Plumbing Inspector	26
6750	Plumbing Specialist	20
9770	Police Budget Specialist	20
9703	Police Cadet	16
1947	Police Information Typist	15
1772	Police Records Clerk	13
1775	Print Shop Courier Operations Assistant	18
1768	Printing Services Technician	19
9723	Principal Pub Safety Dispatcher	22A
5798	Procurement Services Specialist	18
8880	Program Developer	24A
5347	Public Safety CAD Specialist	29A
9721	Public Safety Dispatcher	19
5345	Public Safety Mobile Data Specialist	29A
1385	Public Service Representative	14
1958	Public Works Customer Service Representative	16 18
1961	Public Works Customer Service Team Leader	18
1755	Public Works Dispatcher Radio Technician	18 26
4345		20 29A
5772 5769	Real Estate Appraiser Real Estate Assistant	19
5709 5774	Real Estate Contracts and Closing Specialist	29A
5773	Real Estate Coordinator	23A 27
4964	Real Estate Records and Property Technician	26
5778	Real Estate Relocation Coordinator	27
8480	Recreation Program Assistant	12
8470	Recreation Program Coordinator	16
1129	Sales and Operations Coordinator	24
9705	School Crossing Guard	9
6739	Seasonal Construction Inspector	16
5330	Senior Accountant	29A
1136	Senior Administrative Aide	24
6714	Senior Building Inspector	28
5797	Senior Buyer	29
1383	Senior Clerk	16
1953	Senior Clerk Typist	16
4996	Senior Construction Inspector	25
1950	Senior Customer Service Representative	19
6732	Senior Electrical Inspector	28
4348	Senior Electronic Flow Meter Technician	26

4950	Senior Engineering Technician	26
6785	Senior Housing Conservation Inspector	28
1173	Senior Human Relations Spec	27
9739	Senior Identification Technician	23
4330	Senior Laboratory Analyst	22A
5354	Senior License Clerk	21
6777	Senior Mechanical Inspector	28
6744	Senior Neighborhood Health and Zoning Inspector	28
6752	Senior Plumbing Inspector	28
1773	Senior Police Records Clerk	15
9722	Senior Public Safety Dispatcher	21
4347	Senior Radio Technician	29
4933	Surveyor	25
4931	Surveyor Helper	19
5339	System Administrator	32A
5250	Systems Operations Administrator Coordinator	18
4975	Traffic Analyst	24
1950	Transcriber Typist	13
5333	User Support Technician	29A
8615	Vector Control Helper	14
5752	Vehicle Impound Clerk	20
5716	Volunteer/Gift Shop Supervisor	19
1919	Word Processor Operator	14
5340	Web Manager	29A
5400	WRF Accounting Analyst	29
3725	WRF Accounting and Inventory Coordinator	24
3705	WRF Administrative Coordinator	17
3730	WRF Regulatory Compliance Team Leader	22

## APPENDIX B - SALARY GRADES

JUNE 19, 2006 - JUNE 17, 2007					JUN	E 18,	2007 -	JUNE 15	, 2008	
Salary Range Step Hourly Biweekly Annual					Range	Step	Hourly	Biweekly	Annual	
Plan			Rate	Rate	Rate			Rate	Rate	Rate
MEA	08	10	10.35	828	21,536	08	10	10.69	855	22,235
		15	10.60	848	22,058		15	10.95	876	22,775
		20	10.84	868	22,556		20	11.20	896	23,289
		25	11.06	885	23,004		25	11.42	914	23,752
		30	11.26	901	23,428		30	11.63	930	24,189
		35	11.51	921	23,951		35	11.89	951	24,729
		40	11.77	941	24,473		40	12.15	972	25,269
		45	12.02	961	24,996		45	12.41	993	25,809
		50	12.26	981	25,494		50	12.66	1,012	26,323
MEA	09	10	10.84	868	22,556	09	10	11.20	896	23,289
		15	11.06	885	23,004		15	11.42	914	23,752
		20	11.26	901	23,428		20	11.63	930	24,189
		25	11.51	921	23,951		25	11.89	951	24,729
		30	11.77	941	24,473		30	12.15	972	25,269
		35	12.02	961	24,996		35	12.41	993	25,809
		40	12.26	981	25,494		40	12.66	1,012	26,323
		45	12.51	1,001	26,017		45	12.91	1,033	26,862
		50	12.75	1,020	26,515		50	13.16	1,053	27,377
MEA	10	10	11.26	901	23,428	10	10	11.63	930	24,189
		15	11.51	921	23,951		15	11.89	951	24,729
		20	11.77	941	24,473		20	12.15	972	25,269
		25	12.02	961	24,996		25	12.41	993	25,809
		30	12.26	981	25,494		30	12.66	1,012	26,323
		35	12.51	1,001	26,017		35	12.91	1,033	26,862
		40	12.75	1,020	26,515		40	13.16	1,053	27,377
		45	13.02	1,042	27,087		45	13.45	1,076	27,968
		50	13.30	1,064	27,660		50	13.73	1,098	28,559
MEA	11	10	11.77	941	24,473	11	10	12.15	972	25,269
		15	12.02	961	24,996		15	12.41	993	25,809
		20	12.26	981	25,494		20	12.66	1,012	26,323
		25	12.51	1,001	26,017		25	12.91	1,033	26,862
		30	12.75	1,020	26,515		30	13.16	1,053	27,377
		35	13.02	1,042	27,087		35	13.45	1,076	27,968
		40	13.30	1,064	27,660		40	13.73	1,098	28,559
		45	13.59	1,087	28,258		45	14.03	1,122	29,176
		50	13.87	1,110	28,855		50	14.32	1,146	29,793

JI	UNE 1	9, 20	06 - JUN	IE 17, 20	07	JUN	E 18,	2007	JUNE 15	, 2008_
Salary	Range	Step	Hourly	Biweekly	Annual	Range	Step	Hourly 1	Biweekly	Annual
Plan			Rate	Rate	Rate			Rate	Rate	Rate
<b>MEA</b>	12	10	12.26	981	25,494	12	10	12.66	1,012	26,323
		15	12.51	1,001	26,017		15	12.91	1,033	26,862
		20	12.75	1,020	26,515		20	13.16	1,053	27,377
		25	13.02	1,042	27,087		25	13.45	1,076	27,968
		30	13.30	1,064	27,660		30	13.73	1,098	28,559
		35	13.59	1,087	28,258		35	14.03	1,122	29,176
		40	13.87	1,110	28,855		40	14.32	1,146	29,793
		45	14.22	1,138	29,577		45	14.68	1,175	30,538
		50	14.55	1,164	30,274		50	15.03	1,202	31,258
MEA	13	10	12.75	1,020	26,515	13	10	13.16	1,053	27,377
		15	13.02	1,042	27,087		15	13.45	1,076	27,968
		20	13.30	1,064	27,660		20	13.73	1,098	28,559
		25	13.59	1,087	28,258		25	14.03	1,122	29,176
		30	13.87	1,110	28,855		30	14.32	1,146	29,793
		35	14.22	1,138	29,577		35	14.68	1,175	30,538
		40	14.55	1,164	30,274		40	15.03	1,202	31,258
		45	14.88	1,190	30,946		45	15.36	1,229	31,952
		50	15.20	1,216	31,619		50	15.70	1,256	32,646
MEA	13A	10	13.02	1,042	27,087	13A	10	13.45	1,076	27,968
		15	13.31	1,065	27,685		15	13.74	1,099	28,585
		20	13.59	1,087	28,258		20	14.03	1,122	29,176
		25	13.91	1,113	28,930		25	14.36	1,149	29,870
		30	14.22	1,138	29,577		30	14.68	1,175	30,538
		35	14.53	1,162	30,224		35	15.00	1,200	31,207
		40	14.84	1,187	30,872		40	15.32	1,226	31,875
		45	15.17	1,213	31,544		45	15.66	1,253	32,569
		50	15.48	1,238	32,191		50	15.98	1,278	33,237
MEA	14	10	13.30	1,064	27,660	14	10	13.73	1,098	28,559
		15	13.59	1,087	28,258		15	14.03	1,122	29,176
		20	13.87	1,110	28,855		20	14.32	1,146	29,793
		25	14.22	1,138	29,577		25	14.68	1,175	30,538
		30	14.55	1,164	30,274		30	15.03	1,202	31,258
		35	14.88	1,190	30,946		35	15.36	1,229	31,952
		40	15.20	1,216	31,619		40	15.70	1,256	32,646
		45	15.52	1,242	32,291		45	16.03	1,282	33,340
		50	15.84	1,267	32,938		50	16.35	1,308	34,009

				NE 17, 20					JUNE 15	
-	Range	Step	-	-		Range	e Step		Biweekly	
Plan			Rate	Rate	Rate			Rate	Rate	Rate
MEA	15	10	13.87	1,110	28,855	15	10	14.32	1,146	29,793
MILA	15	15	14.22	1,138	29,577	13	15	14.68	1,175	30,538
		20	14.55	1,164	30,274		20	15.03	1,202	31,258
		25	14.88	1,190	30,946		25	15.36	1,229	31,952
		30	15.20	1,216	31,619		30	15.70	1,256	32,646
		35	15.52	1,242	32,291		35	16.03	1,282	33,340
		40	15.84	1,267	32,938		40	16.35	1,308	34,009
		45	16.18	1,295	33,660		45	16.71	1,337	34,754
		50	16.53	1,322	34,382		50	17.07	1,365	35,500
		50	10.55	1,522	31,302		50	17.07	1,000	22,200
MEA	16	10	14.55	1,164	30,274	16	10	15.03	1,202	31,258
		15	14.88	1,190	30,946		15	15.36	1,229	31,952
		20	15.20	1,216	31,619		20	15.70	1,256	32,646
		25	15.52	1,242	32,291		25	16.03	1,282	33,340
		30	15.84	1,267	32,938		30	16.35	1,308	34,009
		35	16.18	1,295	33,660		35	16.71	1,337	34,754
		40	16.53	1,322	34,382		40	17.07	1,365	35,500
		45	16.89	1,351	35,129		45	17.44	1,395	36,271
		50	17.24	1,379	35,851		50	17.80	1,424	37,016
MEA	17	10	15.20	1,216	31,619	17	10	15.70	1,256	32,646
		15	15.52	1,242	32,291		15	16.03	1,282	33,340
		20	15.84	1,267	32,938		20	16.35	1,308	34,009
		25	16.18	1,295	33,660		25	16.71	1,337	34,754
		30	16.53	1,322	34,382		30	17.07	1,365	35,500
		35	16.89	1,351	35,129		35	17.44	1,395	36,271
		40	17.24	1,379	35,851		40	17.80	1,424	37,016
		45	17.66	1,412	36,722		45	18.23	1,458	37,916
		50	18.07	1,446	37,594		50	18.66	1,493	38,816
MEA	18	10	15.84	1,267	32,938	18	10	16.35	1,308	34,009
		15	16.18	1,295	33,660		15	16.71	1,337	34,754
		20	16.53	1,322	34,382		20	17.07	•	35,500
		25	16.89	1,351	35,129		25	17.44	-	36,271
		30	17.24	1,379	35,851		30	17.80		37,016
		35	17.66	1,412	36,722		35	18.23	•	37,916
		40	18.07	1,446	37,594		40	18.66		38,816
		45	18.47	1,478	38,415		45	19.07	-	39,664
		50	18.85	1,508	39,212		50	19.46	,	40,486
				- ,	,			<del>-</del>	,	, -

Salary	Range	Step	Hourly 1	Biweekl	Annual	Range	Step	Hourly	Biweekly	Annual
Plan			Rate	Rate	Rate			Rate	Rate	Rate
MEA	19	10	16.53	1,322	34,382	19	10	17.07	1,365	35,500
		15	16.89	1,351	35,129		15	17.44	1,395	36,271
		20	17.24	1,379	35,851		20	17.80	1,424	37,016
		25	17.66	1,412	36,722		25	18.23	1,458	37,916
		30	18.07	1,446	37,594		30	18.66	1,493	38,816
		35	18.47	1,478	38,415		35	19.07	1,526	39,664
		40	18.85	1,508	39,212		40	19.46	1,557	40,486
		45	19.27	1,542	40,083		45	19.90	1,592	41,386
		50	19.69	1,575	40,955		50	20.33	1,626	42,286
NACTE: A	20	10	15.24	1 270	25.051	20	10	17.00	1 424	27.01.6
MEA	20	10	17.24	1,379	35,851	20	10	17.80	1,424	37,016
		15	17.66	1,412	36,722		15	18.23	1,458	37,916
		20	18.07	1,446	37,594		20	18.66	1,493	38,816
		25	18.47	1,478	38,415		25	19.07	1,526	39,664
		30	18.85	1,508	39,212		30	19.46	1,557	40,486
		35	19.27	1,542	40,083		35	19.90	1,592	41,386
		40	19.69	1,575	40,955		40	20.33	1,626	42,286
		45	20.14	1,612	41,901		45	20.80	1,664	43,263
		50	20.60	1,648	42,847		50	21.27	1,702	44,240
MEA	21	10	18.07	1,446	37,594	21	10	18.66	1,493	38,816
		15	18.47	1,478	38,415		15	19.07	1,526	39,664
		20	18.85	1,508	39,212		20	19.46	1,557	40,486
		25	19.27	1,542	40,083		25	19.90	1,592	41,386
		30	19.69	1,575	40,955		30	20.33	1,626	42,286
		35	20.14	1,612	41,901		35	20.80	1,664	43,263
		40	20.60	1,648	42,847		40	21.27	1,702	44,240
		45	21.09	1,687	43,868		45	21.78	1,742	45,293
		50	21.58	1,726	44,889		50	22.28	1,783	46,347
NATE A	22	10	10.05	1 500	20.212	22	4.0	10.15		10.105
MEA	22	10	18.85	1,508	39,212	22	10	19.46	1,557	40,486
		15	19.27	1,542	40,083		15	19.90	1,592	41,386
		20	19.69	1,575	40,955		20	20.33	1,626	42,286
		25	20.14	1,612	41,901		25	20.80	1,664	43,263
		30	20.60	1,648	42,847		30	21.27	1,702	44,240
		35	21.09	1,687	43,868		35	21.78	1,742	45,293
		40	21.58	1,726	44,889		40	22.28	1,783	46,347
		45	22.07	1,766	45,909		45	22.79	1,823	47,401
		50	22.56	1,805	46,930		50	23.30	1,864	48,455

				NE 17, 20					JUNE 15	
Salary	Range	Step	Hourly?	Biweekly	Annual	Range	Step	Hourly	Biweekly	Annual
Plan			Rate	Rate	Rate			Rate	Rate	Rate
MEA	22A	10	19.09	1,527	39,710	22A	10	19.71	1,577	41,001
		15	19.51	1,561	40,581		15	20.14	1,612	41,900
		20	19.92	1,593	41,428		20	20.56	1,645	42,774
		25	20.41	1,633	42,449		25	21.07	1,686	43,828
		30	20.90	1,672	43,469		30	21.58	1,726	44,882
		35	21.39	1,711	44,490		35	22.08	1,767	45,936
		40	21.87	1,749	45,486		40	22.58	1,806	46,964
		45	22.39	1,792	46,581		45	23.12	1,850	48,095
		50	22.91	1,833	47,652		50	23.65	1,892	49,201
MEA	23	10	19.50	1,560	40,557	23	10	20.13	1,611	41,875
1441373	23	15	19.97	1,597	41,527	23	15	20.13	1,649	42,877
		20	20.42	1,634	42,474		20	21.08	1,687	43,854
		25	20.91	1,673	43,494		25	21.59	1,727	44,908
		30	21.39	1,711	44,490		30	22.08	1,767	45,936
		35	21.88	1,750	45,511		35	22.59	1,807	46,990
		40	22.36	1,789	46,507		40	23.09	1,847	48,018
		45	22.85	1,828	47,528		45	23.59	1,887	49,072
		50	23.33	1,866	48,523		50	24.09	1,927	50,100
				1,000	10,020			21.05	1,527	20,100
MEA	24	10	20.42	1,634	42,474	24	10	21.08	1,687	43,854
		15	20.91	1,673	43,494		15	21.59	1,727	44,908
		20	21.39	1,711	44,490		20	22.08	1,767	45,936
		25	21.88	1,750	45,511		25	22.59	1,807	46,990
		30	22.36	1,789	46,507		30	23.09	1,847	48,018
		35	22.85	1,828	47,528		35	23.59	1,887	49,072
		40	23.33	1,866	48,523		40	24.09	1,927	50,100
		45	23.89	1,911	49,694		45	24.67	1,973	51,309
		50	24.44	1,955	50,839		50	25.24	2,019	52,491
MEA	24A	10	20.90	1,672	43,469	24A	10	21.58	1,726	44,882
		15	21.39	1,711	44,490		15	22.08	1,767	45,936
		20	21.87	1,749	45,486		20	22.58	1,806	46,964
		25	22.39	1,792	46,581		25	23.12	1,850	48,095
		30	22.91	1,833	47,652		30	23.65	1,892	49,201
		35	23.40	1,872	48,673		35	24.16	1,933	50,255
		40	23.88	1,910	49,669		40	24.66	1,972	51,283
		45	24.44	1,955	50,839		45	25.24	2,019	52,491
		<b>50</b>	25.00	2 000	<b>53</b> 000		70	25.02	2005	<b>73</b> (00

53,699

52,009

50 25.82

2,065

2,000

50 25.00

				NE 17, 20					JUNE 15	
-	Range	Step	-	-		Range	Step		Biweekly	
Plan			Rate	Rate	Rate			Rate	Rate	Rate
MEA	25	10	21.39	1,711	44,490	25	10	22.08	1,767	45,936
1.12311		15	21.88	1,750	45,511		15	22.59	1,807	46,990
		20	22.36	1,789	46,507		20	23.09	1,847	48,018
		25	22.85	1,828	47,528		25	23.59	1,887	49,072
		30	23.33	1,866	48,523		30	24.09	1,927	50,100
		35	23.89	1,911	49,694		35	24.67	1,973	51,309
		40	24.44	1,955	50,839		40	25.24	2,019	52,491
		45	25.03	2,002	52,059		45	25.84	2,067	53,751
		50	25.61	2,049	53,279		50	26.45	2,116	55,010
MEA	26	10	22.26	1 790	46,507	26	10	23.09	1,847	48,018
WILA	20	15	22.36 22.85	1,789	47,528	20	15	23.59	1,887	49,072
		20	23.33	1,828 1,866	48,523		20	24.09	1,927	50,100
		25	23.89	1,911	49,694		25	24.67	1,973	51,309
		30	24.44	1,955	50,839		30	25.24	2,019	52,491
		35	25.03	2,002	52,059		35	25.84	2,067	53,751
		40	25.61	2,049	53,279		40	26.45	2,116	55,010
		45	26.18	2,045	54,449		45	27.03	2,162	56,218
		50	26.73	2,138	55,594		50	27.60	2,208	57,401
38 AFOED A	25	10	22.22	1.066	10.522	25	10	24.00	1.005	<b>~</b> 0.400
MEA	27	10	23.33	1,866	48,523	27	10	24.09	1,927	50,100
		15	23.89	1,911	49,694		15	24.67	1,973	51,309
		20	24.44	1,955	50,839		20	25.24	2,019	52,491
		25	25.03	2,002	52,059		25	25.84	2,067	53,751
		30	25.61	2,049	53,279		30	26.45	2,116	55,010
		35	26.18	2,094	54,449		35	27.03	2,162	56,218
		40 45	26.73	2,138	55,594		40	27.60	2,208	57,401 59,763
		50	27.36 27.98	2,189 2,239	56,914 58,208		45 50	28.25	2,260 2,312	58,763 60,100
		30	21.70	2,239	30,200		30	28.89	2,312	00,100
MEA	28	10	24.44	1,955	50,839		10	25.24	•	52,491
		15	25.03	2,002	52,059		15	25.84	2,067	53,751
		20	25.61	2,049	53,279		20	26.45	•	55,010
		25	26.18	2,094	54,449		25	27.03	2,162	56,218
		30	26.73	2,138	55,594		30	27.60	•	57,401
		35	27.36	2,189	56,914		35	28.25	2,260	58,763
		40	27.98	2,239	58,208		40	28.89	•	60,100
		45	28.68	2,294	59,652		45	29.61	•	61,591
		50	29.37	2,350	61,096		50	30.33	2,426	63,082

Salary	Range	Step	Hourly l	Biweekly	Annual	Range	Step	Hourly 1	Biweekly	Annual
Plan			Rate	Rate	Rate			Rate	Rate	Rate
MEA	29	10	25.61	2,049	53,279	29	10	26.45	2,116	55,010
		15	26.18	2,094	54,449		15	27.03	2,162	56,218
		20	26.73	2,138	55,594		20	27.60	2,208	57,401
		25	27.36	2,189	56,914		25	28.25	2,260	58,763
		<b>30</b>	27.98	2,239	58,208		30	28.89	2,312	60,100
		35	28.68	2,294	59,652		35	29.61	2,369	61,591
		40	29.37	2,350	61,096		40	30.33	2,426	63,082
		45	30.07	2,405	62,540		45	31.04	2,484	64,573
		50	30.76	2,461	63,984		50	31.76	2,541	66,064
MEA	29A	10	26.18	2,094	54,449	29A	10	27.03	2,162	56,218
1,1211		15	26.78	2,142	55,694		15	27.65	2,212	57,504
		20	27.36	2,189	56,914		20	28.25	2,260	58,763
		25	28.02	2,242	58,283		25	28.93	2,315	60,177
		30	28.68	2,294	59,652		30	29.61	2,369	61,591
		35	29.37	2,350	61,096		35	30.33	2,426	63,082
		40	30.07	2,405	62,540		40	31.04	2,484	64,573
		45	30.80	2,464	64,059		45	31.80	2,544	66,141
		50	31.53	2,522	65,578		50	32.55	2,604	67,709
MEA	30	10	26.78	2,142	55,694	30	10	27.65	2,212	57,504
TVARDEX	30	15	27.36	2,189	56,914	30	15	28.25	2,260	58,763
		20	28.02	2,242	58,283		20	28.93	2,315	60,177
		25	28.68	2,294	59,652		25	29.61	2,369	61,591
		30	29.37	2,350	61,096		30	30.33	2,426	63,082
		35	30.07	2,405	62,540		35	31.04	2,484	64,573
		40	30.80	2,464	64,059		40	31.80	2,544	66,141
		45	31.53	2,522	65,578		45	32.55	2,604	67,709
		50	32.26	2,581	67,096		50	33.31	2,664	69,277
MEA	31	10	28.02	2 242	E0 102	31	10	28.93	2,315	60,177
1 <b>7.1.1</b> 5.2%	31	15	28.68	2,242 2,294	58,283 59,652	31	15	29.61	2,369	61,591
		20	29.34	2,294	61,021		20	30.29	2,423	63,005
		25 25	30.07	2,347	62,540		25	31.04	2,423	64,573
		30	30.80	2,464	64,059		30	31.80	2,544	66,141
		35	31.53	2,522	65,578		35	32.55	2,604	67,709
		40	32.32	2,522	67,221		40	33.37	2,669	69,405
		45	33.10	2,563	68,839		45	34.17	2,734	71,076
		50	33.95	2,716	70,607		50	35.05	2,734	72,901
		30	33,33	4,/10	/0,00/		30	33.03	2,004	14,701

J	UNE 1	9, 20	06 - JUI	NE 17, 20	007	JUN	E 18	, 2007 -	JUNE 15	5, 2008
Salary	Range	Step	Hourly	Biweekly	Annual	Range	Step	Hourly	Biweekly	Annual
Plan		~	Rate	Rate	Rate			Rate	Rate	Rate
MEA	32	10	29.34	2,347	61,021	32	10	30.29	2,423	63,005
		15	30.07	2,405	62,540		15	31.04	2,484	64,573
		20	30.80	2,464	64,059		20	31.80	2,544	66,141
		25	31.53	2,522	65,578		25	32.55	2,604	67,709
		30	32.32	2,585	67,221		30	33.37	2,669	69,405
		35	33.10	2,648	68,839		35	34.17	2,734	71,076
		40	33.95	2,716	70,607		40	35.05	2,804	72,901
		45	34.80	2,784	72,374		45	35.93	2,874	74,726
		50	35.68	2,854	74,217		50	36.84	2,947	76,629
MEA	32A	10	31.53	2,522	65,578	32A	10	32.55	2,604	67,709
		15	32.32	2,585	67,221		15	33.37	2,669	69,405
		20	33.10	2,648	68,839		20	34.17	2,734	71,076
		25	33.95	2,716	70,607		25	35.05	2,804	72,901
		30	34.80	2,784	72,374		30	35.93	2,874	74,726
		35	35.68	2,854	74,217		35	36.84	2,947	76,629
		40	36.57	2,925	76,059		40	37.76	3,020	78,531
		45	37.45	2,996	77,901		45	38.67	3,094	80,433
		50	38.34	3,067	79,744		50	39.58	3,167	82,335
3.65	22	40		<b>4.707</b>			4.0		•	<0.10 m
MEA	33	10	32.32	2,585	67,221	33	10	33.37	2,669	69,405
		15	33.10	2,648	68,839		15	34.17	2,734	71,076
		20	33.95	2,716	70,607		20	35.05	2,804	72,901
		25	34.80	2,784	72,374		25	35.93	2,874	74,726
		30	35.68	2,854	74,217		30	36.84	2,947	76,629
		35	36.57	2,925	76,059		35	37.76	3,020	78,531
		40	37.45	2,996	77,901		40	38.67	3,094	80,433
		45	38.34	3,067	79,744		45	39.58	3,167	82,335
		50	39.22	3,138	81,586		50	40.50	3,240	84,238
MEA	34	10	33.95	2,716	70,607	34	10	35.05	2,804	72,901
MARK	J- <b>T</b>	15	34.80	2,710	70,307	J-1	15	35.93	2,874	74,726
		20	35.68	2,854	74,217		20	36.84	-	
		25	36.57	2,925	76,059		25 25	37.76	2,947 3,020	76,629 78,531
		30	37.45	2,923 2,996	77,901		30	38.67	3,020	80,433
		35	38.34	3,067	79,744		35	39.58	3,167	82,335
		40	39.22	3,138	81,586		40	40.50	3,240	84,238
		45	40.11	3,209	83,428		45	41.41	3,313	86,140
		50	41.00	3,280	85,271		50	42.33	3,386	88,042
		30	41.00	3,200	03,4/1		30	44.33	3,300	00,042

J	UNE 1	9, 20	<u>06 - JUN</u>	NE 17, 20	007	JUN	E 18	, 2007 -	JUNE 15	5, 2008
Salary	Range	Step	Hourly	Biweekly	Annual	Range	Step	Hourly	Biweekly	Annual
Plan			Rate	Rate	Rate			Rate	Rate	Rate
MEA	34A	10	34.80	2,784	72,374	34A	10	35.93	2,874	74,726
		15	35.68	2,854	74,217		15	36.84	2,947	76,629
		20	36.57	2,925	76,059		20	37.76	3,020	78,531
		25	37.45	2,996	77,901		25	38.67	3,094	80,433
		30	38.34	3,067	79,744		30	39.58	3,167	82,335
		35	39.22	3,138	81,586		35	40.50	3,240	84,238
		40	40.11	3,209	83,428		40	41.41	3,313	86,140
		45	41.00	3,280	85,271		45	42.33	3,386	88,042
		50	41.88	3,351	87,113		50	43.24	3,459	89,944

#### **APPENDIX C - DEFINITIONS**

The following words and/or phrases used in this Agreement are defined as follows:

**Demotion**: The movement of an employee to either a class having a lower pay grade or to a lower step in his/her existing pay grade.

Employee: A person legally holding a position in the City service.

**Grandfathered**: Without need for additional skills, training, qualifications or experience.

**Grievance**: A dispute as to the application or interpretation of any part or class of this Agreement filed and signed by the employee(s) involved.

**Permanent Full-Time Employee**: An employee who has completed his/her designated probationary period and who occupies a permanent full-time position.

**Permanent Full-Time Position**: A group of duties and responsibilities requiring the full-time employment of one person for forty or more hours per week on a regular schedule throughout the year, except that the appointing authority may appoint employees to positions specifically designated as 2000 or 2040 hours per year positions, which positions shall be considered permanent full-time positions.

**Permanent Part-Time Position**: A group of duties and responsibilities requiring the part-time employment of one person in other than 2000 or 2040 hour positions for at least twenty, but less than forty, hours per week on a regular schedule throughout the year.

**Probationary Employee**: A newly appointed employee who has not completed his/her designated probationary period for the position he/she occupies. During such period, he/she may be separated from the City service without recourse to appeal.

**Probationary Period**: A trial period considered as an integral part of the induction process during which a new employee is required to demonstrate his/her fitness for the position prior to receiving a permanent appointment

**Promotion**: Any movement of an employee from a position in one class to a position in another class having a higher maximum salary rate.

Temporary Employees (Casual): An employee who occupies a temporary or seasonal position.

**Temporary Position**: A group of duties and responsibilities requiring the temporary or seasonal employment of one person on either a full or part-time basis.

**Termination**: A complete separation from City employment resulting from discharge, resignation, retirement or death.

**Transfer**: The movement of an employee from one department or division to another within the same class.

# EXHIBIT 1 - CITY OF DES MOINES HEALTH PLAN EFFECTIVE JULY 1, 2006 TO DECEMBER 31, 2006

- The Individual Calendar Year Deductible is \$250.00 per individual and \$500.00 per family.
- The Out-of-Pocket Maximums (which includes your deductible) are \$750.00 per individual or \$1,500.00 per family.
- AMOUNTS THAT DO NOT APPLY TOWARD YOUR DEDUCTIBLE OR OUT-OF-POCKET MAXIMUMS ARE ANY CO-PAYS OR PENALTY CHARGES FOR FAILURE TO COMPLY WITH COST CONTAINMENT REQUIREMENTS

BENEFIT	PREFERRED PROVIDERS	OUT-OF-NETWORK PROVIDERS
Hospital Inpatient Facility Pre-admission Testing	100% 100%	70/30 after deductible
Ambulance	90/10 after deductible	70/30 after deductible
Outpatient Hospital Surgical Charges Non-Surgical X-Ray & Lab	90/10 after deductible	70/30 after deductible
Emergency Care Outpatient Physician's Office Hospital Outpatient	\$10 co-pay then 100% \$50 co-pay then 90/10	70/30 after deductible \$75 co-pay then 70/30
Accident Care Outpatient Physician's Office	\$10 co-pay then 100%	70/30 after deductible
Hospital Outpatient	90/10 after deductible	
Physician Services Office Visits Inpatient Hospital	\$10 co-pay then 100%	70/30 after deductible
Outpatient Hospital Surgical Services	all others 90/10 after deductible	
Second Surgical Opinion	100%	100%
Routine Child Care Pediatric Vaccines Well Child Exams	\$10 co-pay then 100%	70/30 after deductible
Allergy Injections	\$10 co-pay then 100%	70/30 after deductible
Eye Exam & Refraction	\$10 co-pay then 100%	70/30 after deductible

Nursing Facility	80% after deductible	80% after deductible
Home Health Care	80% after deductible	80% after deductible
Hospice Care	80% after deductible	80% after deductible
Mental Health Inpatient Treatment Outpatient Hospital Calendar Year Maximum	90/10 after deductible 50% after deductible 51 visits	70/30 after deductible 50% after deductible 51 visits
Substance Abuse Inpatient Treatment Outpatient Hospital Calendar Year Maximum	90/10 after deductible 80% after deductible 51 visits	70/30 after deductible 80% after deductible 51 visits
All Other Covered Charges	80% after deductible	80% after deductible

# Prescription Plan

Retail Mail order \$5.00\* Generic - \$15.00 Brand -- 34 day supply \$10.00 Generic - \$30.00 Brand -- 90 day supply

**Dental Expense Coverage** 

	Deductible	Benefit Percent
Routine Oral Examinations	\$0	100%
Restorative Oral Surgery & Prosthetics	\$25	80%
Major Oral Surgery & Prosthetics	\$25	50%
Orthodontia	\$25	50%
Calendar year maximum benefit		\$1000

Employees electing family health insurance coverage will contribute five percent (5%) of the difference between the family and single premium per month.

Employees electing family dental coverage will contribute one dollar (\$1) toward the premium per month.

<sup>\*</sup> See Article XXV. Section B

## EXHIBIT 1A - CITY OF DES MOINES HEALTH PLAN EFFECTIVE JANUARY 1, 2007

- The Individual Calendar Year Deductible is \$250.00 per individual and \$500.00 per family.
- The Out-of-Pocket Maximums (which includes your deductible) are \$750.00 per individual or \$1,500.00 per family.
- AMOUNTS THAT DO NOT APPLY TOWARD YOUR DEDUCTIBLE OR OUT-OF-POCKET MAXIMUMS ARE ANY CO-PAYS OR PENALTY CHARGES FOR FAILURE TO COMPLY WITH COST CONTAINMENT REQUIREMENTS

BENEFIT	PREFERRED PROVIDERS	OUT-OF-NETWORK PROVIDERS
Hospital Inpatient Facility Pre-admission Testing	100% 100%	70/30 after deductible
Ambulance	90/10 after deductible	70/30 after deductible
Outpatient Hospital Surgical Charges Non-Surgical X-Ray & Lab	90/10 after deductible	70/30 after deductible
Emergency Care Outpatient Physician's Office Hospital Outpatient	\$15 co-pay then 100% \$50 co-pay then 90/10	70/30 after deductible \$75 co-pay then 70/30
Accident Care Outpatient Physician's Office	\$15 co-pay then 100%	70/30 after deductible
Hospital Outpatient	90/10 after deductible	
Physician Services Office Visits Inpatient Hospital	\$15 co-pay then 100%	70/30 after deductible
Outpatient Hospital Surgical Services	all others 90/10 after deductible	
Second Surgical Opinion	100%	100%
Routine Child Care Pediatric Vaccines Well Child Exams	\$15 co-pay then 100%	70/30 after deductible
Allergy Injections	\$15 co-pay then 100%	70/30 after deductible
Eye Exam & Refraction	\$15 co-pay then 100%	70/30 after deductible
Nursing Facility	80% after deductible	80% after deductible

Home Health Care	80% after deductible	80% after deductible
Hospice Care	80% after deductible	80% after deductible
Mental Health Inpatient Treatment Outpatient Hospital Calendar Year Maximum	90/10 after deductible 50% after deductible 51 visits	70/30 after deductible 50% after deductible 51 visits
Substance Abuse Inpatient Treatment Outpatient Hospital Calendar Year Maximum	90/10 after deductible 80% after deductible 51 visits	70/30 after deductible 80% after deductible 51 visits
All Other Covered Charges	80% after deductible	80% after deductible

## Prescription plan

Retail Mail order \$5.00\* Generic - \$20.00 Brand - 34 day supply

\$10.00 Generic - \$40.00 Brand - 90 day supply

**Dental Expense Coverage** 

	Deductible	Benefit Percent
Routine Oral Examinations	\$0	100%
Restorative Oral Surgery & Prosthetics	\$25	80%
Major Oral Surgery & Prosthetics	\$25	50%
Orthodontia	\$25	50%
Calendar year maximum benefit	\$1000	

Employees electing family health insurance coverage will contribute five percent (5%) of the difference between the family and single premium per month.

Employees electing family dental coverage will contribute one dollar (\$1) toward the premium per month. \* See Article XXV. Section B